

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Larry A. Peters, P.E., Town Engineer / (954)797-1113

SUBJECT: Resolution

AFFECTED DISTRICT: Town of Davie

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROVAL INTERLOCAL AGREEMENT FOR NPDES MS4 PERMIT AND EXECUTION OF PAYMENT FOR \$10,114.

REPORT IN BRIEF:

The interlocal agreement shares the burden of the NPDES MS4 permit for Broward County among all the municipalities along with FDOT. This agreement provides for the regulation and maintenance of stormwater structures throughout the county to insure compliance with state statutes.

PREVIOUS ACTIONS:

N/A

CONCURRENCES:

N/A

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$10,114.00

Account Name: Pollution Discharge Fee- 001-0402-515-0543

RECOMMENDATION(S):

Approval of the Resolution

Attachment(s):

Resolution

Signature Page-Interlocal Agreement

Interlocal Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROVAL INTERLOCAL AGREEMENT FOR NPDES MS4 PERMIT AND EXECUTION OF PAYMENT FOR \$10,114.

WHEREAS, the attached Interlocal Agreement approval will allow the Town of Davie to be compliance with County and State Statutes.

WHEREAS, the Engineering Division of the Development Services Department recommends approval of the attached Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the appropriate Town Official to execute the Interlocal Agreement and authorize payment of the FY 04 annual fee in the sum of \$10,114.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003.

ATTEST: _____

MAYOR/COUNCILMEMBER

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003.

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

TOWN OF DAVIE

Attest:

By _____
Mayor-Councilmember

Clerk ____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

Town Attorney

INTERLOCAL AGREEMENT

among

UNINCORPORATED BROWARD COUNTY

CITY OF COCONUT CREEK;

CITY OF COOPER CITY;

CITY OF CORAL SPRINGS;

CITY OF DANIA BEACH;

TOWN OF DAVIE;

CITY OF DEERFIELD BEACH;

CITY OF HALLANDALE BEACH;

TOWN OF LAUDERDALE-BY-THE-SEA;

CITY OF LAUDERDALE LAKES;

CITY OF LAUDERHILL;

CITY OF LIGHTHOUSE POINT;

CITY OF MARGATE;

CITY OF MIRAMAR;

CITY OF NORTH LAUDERDALE;

CITY OF OAKLAND PARK;

CITY OF PARKLAND;

TOWN OF PEMBROKE PARK;

CITY OF PEMBROKE PINES;

CITY OF PLANTATION;

CITY OF POMPANO BEACH;

VILLAGE OF SEA RANCH LAKES;

TOWN OF SOUTHWEST RANCHES;

CITY OF SUNRISE;
CITY OF TAMARAC;
CITY OF WESTON;
CITY OF WILTON MANORS;

and

FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT 4 AND FLORIDA TURNPIKE ENTERPRISE
(including FDOT facilities within the above municipalities and the Cities of Fort
Lauderdale and Hollywood)

to

SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL
POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL
SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. FLS000016

AND

AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL
ACTIVITIES REQUIRED BY THE SECOND FIVE-YEAR PERMIT TO BE PERFORMED

BY THE

BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL
PROTECTION

This is an Interlocal Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF COCONUT CREEK; CITY OF COOPER CITY; CITY OF CORAL SPRINGS; CITY OF DANIA BEACH; TOWN OF DAVIE; CITY OF DEERFIELD BEACH; CITY OF HALLANDALE BEACH; TOWN OF LAUDERDALE-BY-THE-SEA; CITY OF LAUDERDALE LAKES; CITY OF LAUDERHILL; CITY OF LIGHTHOUSE POINT; CITY OF MARGATE; CITY OF MIRAMAR; CITY OF NORTH LAUDERDALE; CITY OF OAKLAND PARK; CITY OF PARKLAND; TOWN OF PEMBROKE PARK; CITY OF PEMBROKE PINES; CITY OF PLANTATION; CITY OF POMPANO BEACH; VILLAGE OF SEA RANCH LAKES; TOWN OF SOUTHWEST RANCHES; CITY OF SUNRISE; CITY OF TAMARAC; CITY OF WESTON; CITY OF WILTON MANORS; and UNINCORPORATED BROWARD COUNTY, municipal corporations existing under the laws of the state of Florida, and FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 4 AND FLORIDA TURNPIKE ENTERPRISE (FDOT - including FDOT facilities within the above municipalities and the Cities of Fort Lauderdale and Hollywood), an agency of the State of Florida, hereinafter referred to as "PARTIES."

WHEREAS, this Agreement is entered into pursuant to § 163.01, Florida Statutes (2002), also known as the "Florida Interlocal Cooperation Act of 1969," and other Florida law; and

WHEREAS, the Environmental Protection Agency, hereinafter referred to as the "EPA," by way of the Water Quality Act of 1987, 33 U.S.C. 1251, and 40 CFR 122.42(c), requires the COUNTY and the PARTIES to comply with the applicable conditions of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Program; and

WHEREAS, the EPA has recommended Broward County Department of Planning and Environmental Protection, hereinafter referred to as "DPEP," act as "lead permittee" and the PARTIES act as "co-permittees;" and

WHEREAS, the State of Florida pursuant to 403.0885, F.S., is empowered to establish a state NPDES program in accordance with s. 402 of the Clean Water Act, as amended, and the Department of Environmental Protection (FDEP) shall have the power and authority to assume the NPDES permitting program from the United States Environmental Protection Agency and to implement the program; and

WHEREAS, the FDEP has adopted rule 62-624, F.A.C., Municipal Separate Storm Sewer Systems, to administer the delegation of the NPDES MS4 Permit program from EPA; and

WHEREAS, although the Florida Department of Transportation (FDOT) does not agree or admit to the jurisdiction of the Federal Government under the Water Control Act of 1987, the FDOT is complying with said law and this Agreement shall be understood in that light; and

WHEREAS, the COUNTY has the legal authority and ability to coordinate and conduct specific technical activities required by the NPDES MS4 Permits; and

WHEREAS, the Broward County Department of Public Works has the legal authority to plan, design, construct, operate, and maintain County-owned drainage facilities and/or drainage facilities located within the unincorporated area of Broward County; and

WHEREAS, previous Interlocal Agreements executed by the PARTIES and the COUNTY on December 3, 1996, and October 20, 1998, expired at the conclusion of the first five-year NPDES MS4 Permit on October 31, 2001; and

WHEREAS, Rule 62-4.090, F.A.C., provides that the first five-year NPDES MS4 Permit remain in effect until FDEP's final agency action concerning the permit renewal, and

WHEREAS, portions of the unincorporated area have been incorporated as the City of Weston and the Town of Southwest Ranches since the previous Interlocal Agreements were executed, and

WHEREAS, FDEP issued NPDES MS4 Permit Number FLS000016 for the second five-year period on February 6, 2003; and

WHEREAS, the PARTIES are desirous of procuring the services of the COUNTY, pursuant to the NPDES MS4 regulations, to manage and/or perform certain technical tasks necessary to determine compliance with the applicable portions of Parts III and V of the NPDES MS4 Permit; and

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the COUNTY and the PARTIES agree as follows:

1. APPLICABILITY OF AGREEMENT

1.1 This Agreement applies to the COUNTY and those PARTIES identified in this agreement for the COUNTY to perform certain specific program requirements of Parts III and V of the Broward County NPDES MS4 Permit, No. FLS000016.

2. COUNTY AND PARTIES RESPONSIBILITIES

2.1 The COUNTY and PARTIES agree that they will conduct the tasks and provide the data indicated in Attachment A, County and Parties Responsibilities, that will enable the COUNTY to prepare and submit the ANNUAL REPORT to FDEP within the times required by the NPDES MS4 Permit. PARTIES agree to submit data for the annual report to the COUNTY no later than May 5 of each year. PARTIES agree to submit the required annual certification no later than July 15 of each year.

2.2 It shall be the responsibility of the parties other than DPEP to perform the requirements of the NPDES MS4 Permit not listed in this Interlocal Agreement.

2.3 There shall be no third party beneficiaries to this Agreement.

3. FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY

3.1 It is specifically understood and agreed that all rights and powers as may be vested in PARTIES pursuant to Florida Law, or any other law or ordinance or Charter Provision of any PARTY not specifically transferred to BROWARD COUNTY hereunder shall be retained by PARTIES.

4. FINANCIAL CONTRIBUTION

4.1 COUNTY agrees to perform the services set forth in Section 2, COUNTY AND PARTIES RESPONSIBILITIES, at a cost to each PARTY of \$1,300.00 plus \$0.785 per capita based on the 2000 census data, with the Florida Department of Transportation and Florida Turnpike Enterprise paying a flat fee of \$82,921. The fees for 2003, 2004, 2005, 2006, and 2007 shall be payable in accordance with the schedule shown on Attachment B. Payments for 2003 shall be due on May 1, 2003, or the date of execution of this agreement, whichever is later. See also Attachment C, Department of Transportation ADDENDUM.

5. TERMS OF AGREEMENT

5.1 This Agreement shall be effective for the duration and shall continue in full force and effect for the duration of the second five-year NPDES MS4 Permit term.

5.2 If the expiration date of the second five-year NPDES MS4 Permit is achieved before FDEP issues the permit renewal and the term and conditions of the second five-year permit are still in effect under Rule 62-4.090, F.A.C., then the COUNTY and the PARTIES agree to continue to provide the services indicated in this agreement. The PARTIES agree to continue to provide the financial contribution in proportion to the number of days between the expiration of the second five-year permit and the issuance date of the third five-year permit as indicated on Attachment B with an escalation factor of five percent each year or

portion thereof.

5.3 This Agreement shall remain in full force and effect unless written notice of termination by COUNTY or any PARTY is provided pursuant to Section 8, NOTICES.

6. ACCESS TO RECORDS

6.1 This Agreement may be unilaterally canceled by the parties for refusal by a party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

7. NOTICES

7.1 Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

IF TO COUNTY:

Department of Planning and
Environmental Protection
Director, Broward County Water
Resources Division
218 SW 1st Avenue
Fort Lauderdale, Florida 33301

Unincorporated Broward County
Director, Public Works Department
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

IF TO PARTIES:

Mayor, City of Coconut Creek
4800 West Copans Road
Post Office Box 63-4007
Coconut Creek, Florida 33063

Mayor, City of Cooper City
9090 Southwest 50 Place
Cooper City, Florida 33328

Mayor, City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065

Mayor, City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Mayor, Town of Davie
6591 Southwest 45 Street
Davie, Florida 33314

Mayor, City of Deerfield Beach
150 Northeast Second Avenue
Deerfield Beach, Florida 33441

Mayor, City of Hallandale Beach
308 South Dixie Highway
Hallandale Beach, Florida 33009

Mayor
Town of Lauderdale-by-the Sea
4501 Ocean Drive
Lauderdale-by-the-Sea
Florida 33308
Mayor, City of Lauderhill
2000 City Hall Drive
Lauderhill, Florida 33313

Mayor, City of Lighthouse Point
Post Office Box 5100
Lighthouse Point, Florida 33064

Mayor, City of Margate
5790 Margate Boulevard
Margate, Florida 33063

Mayor, City of Miramar
6700 Miramar Parkway
Miramar, Florida 33023

Mayor, City of North Lauderdale
701 Southwest 71 Avenue
North Lauderdale, Florida 33068

Mayor, City of Oakland Park
3650 Northeast 12 Avenue
Oakland Park, Florida 33334

Mayor, City of Parkland
6500 Parkside Drive
Parkland, Florida 33067

Mayor, Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park, Florida 33023

Mayor, City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33025

Mayor, City of Plantation
400 Northwest 73 Avenue
Plantation, Florida 33317

Mayor, City of Pompano Beach
100 West Atlantic Boulevard
P. O. Drawer 1300
Pompano Beach, Florida 33061

Mayor
Village of Sea Ranch Lakes

Mayor, City of Lauderdale Lakes
4300 Northwest 36 Street
Lauderdale Lakes, Florida 33319

1 Gatehouse Road
Sea Ranch Lakes, Florida 33308

Mayor
Town of Southwest Ranches
3111 Stirling Road
Ft Lauderdale, FL 33312

Mayor, City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

Mayor, City of Tamarac
7525 Northwest 88 Avenue
Tamarac, Florida 33321

Mayor, City of Weston
2500 Weston Road, Suite 101
Weston, FL 33331

Mayor, City of Wilton Manors
524 Northeast 21 Court
Wilton Manors, Florida 33305

Clark Turberville, P.E., District 4
Permits and NPDES Engineer
Florida Department of
Transportation
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309

Mr. Bruce Seiler
Florida Department of
Transportation, Florida Turnpike
Enterprise
P.O. Box 9028
Fort Lauderdale, Florida 33310

8. MISCELLANEOUS PROVISIONS

8.1 Assignment: COUNTY shall perform the said services provided for in this Agreement exclusively and solely for the PARTIES which are parties to this Agreement. PARTIES shall not have the right to assign this Agreement.

8.2 Waiver: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

8.3 Severability: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

8.4 Entire Agreement: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.5 Modifications: It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Part VI.A. of the NPDES MS4 Permit contains a permit re-opener clause. If FDEP exercises the option to re-open the permit and revise or reissue the permit, the COUNTY or the PARTIES may pursue a modification of this agreement to reflect the impacts of such permit revision or re-issuance.

8.6 Counterparts and Signatures: This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document by county and parties. Signature by facsimile shall be binding and treated as though they were originals.

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and PARTIES, signing by and through their respective commissions and councils, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of
the Board of County
Commissioners of Broward
County, Florida

By _____
Mayor

____ day of _____, 20____.

Approved as to form by
Office of County Attorney
Broward County, Florida
Edward A. Dion, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Name _____
Assistant County Attorney

PARTIES

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF COCONUT CREEK

Attest:

By _____
Mayor-Commissioner

Clerk

_____ day of _____, 20____

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF COOPER CITY

Attest:

By _____
Mayor-Commissioner

Clerk ____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF CORAL SPRINGS

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF DANIA BEACH

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

TOWN OF DAVIE

Attest:

By _____
Mayor-Councilmember

Clerk ____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

Town Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF DEERFIELD BEACH

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF HALLANDALE BEACH

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

TOWN OF LAUDERDALE-BY-THE-SEA

Attest:

By _____
Mayor-Commissioner

Clerk ____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF LAUDERDALE LAKES

Attest:

By _____
Mayor-Commissioner

Clerk

_____ day of _____, 20____

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF LAUDERHILL

Attest:

By _____
Mayor-Commissioner

Clerk

_____ day of _____, 20____

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF LIGHTHOUSE POINT

Attest:

By _____
Mayor-Commissioner

Clerk

_____ day of _____, 20____

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF MARGATE

Attest:

By _____
Mayor-Commissioner

Clerk ____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF MIRAMAR

Attest:

By _____
Mayor-Commissioner

Clerk ____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF NORTH LAUDERDALE

Attest:

By _____
Mayor-Councilmember

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF OAKLAND PARK

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF PARKLAND

Attest:

By _____
Mayor-Commissioner

Clerk

_____ day of _____, 20____

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

TOWN OF PEMBROKE PARK

Attest:

By _____
Mayor-Commissioner

Clerk ____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF PEMBROKE PINES

Attest:

By _____
Mayor-Commissioner

Clerk

_____ day of _____, 20____

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF PLANTATION

Attest:

By _____
Mayor-Councilmember

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF POMPANO BEACH

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

VILLAGE OF SEA RANCH LAKES

Attest:

By _____
Mayor-Councilmember

Clerk

_____ day of _____, 20____

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF SUNRISE

Attest:

By _____
Mayor-Commissioner

Clerk ____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

TOWN OF SOUTHWEST RANCHES

Attest:

By _____
Mayor-Councilmember

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF TAMARAC

Attest:

By _____
Mayor-Commissioner

Clerk ____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF WESTON

Attest:

By _____
Mayor-Commissioner

Clerk ____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

CITY OF WILTON MANORS

Attest:

By _____
Mayor-Councilmember

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION.

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT 4

Attest:

By _____
Title:

Clerk

____ day of _____, 20____

By _____
Secretary

____ day of _____, 20____

APPROVED AS TO FORM:

Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES TO SHARE THE
RESOURCE BURDEN OF THE SYSTEM-WIDE EPA NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND
AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED
BY THE PERMIT TO BE PERFORMED BY THE BROWARD COUNTY DEPARTMENT OF
PLANNING AND ENVIRONMENTAL PROTECTION.

FLORIDA DEPARTMENT OF TRANSPORTATION,
FLORIDA TURNPIKE ENTERPRISE

Attest:

By _____
Title:

Clerk

____ day of _____, 20____

By _____
Secretary

____ day of _____, 20____

APPROVED AS TO FORM:

Attorney

**INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES
CONCERNING THE SECOND FIVE-YEAR NPDES MS4 PERMIT NO. FL000016
ATTACHMENT A
COUNTY AND PARTIES RESPONSIBILITIES**

PART III. SCHEDULES FOR IMPLEMENTATION AND COMPLIANCE

The permittees consist of the COUNTY (Broward County Department of Planning and Environmental Protection and Broward County Department of Public Works (BCDPW)) and the PARTIES (municipalities and the Florida Department of Transportation (FDOT)). The permittees shall be responsible for completing the activities shown in the following Stormwater Management Program implementation and permit compliance. Date due/frequency refers to the NPDES MS4 Permit, not the timing that the data are due from the PARTIES to the COUNTY.

A. Implementation Of Stormwater Management Programs.

STORMWATER MANAGEMENT PROGRAM:			
1. Operation and Maintenance of Structural Controls and Stormwater Collection Systems.			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBILITY	
ALL	Each Co-Permittee shall submit an inspection and maintenance schedule in the Year 1 ANNUAL REPORT. A suggested inspection and maintenance schedule is provided in Table II.A.1.a. of the permit (including notes pertaining to the table, items 1-3).	BCDPW & Pa	
ALL	Conduct inspections and maintenance of the structural controls and stormwater collection systems discharging to the MS4 within each Co-permittee's jurisdictional area in accordance with the Co-permittee's submitted schedule.	BCDPW & Pa	
	Maintain an internal record keeping system to schedule and document inspections and maintenance activities performed on structural controls and stormwater collection systems owned, operated and maintained by the co-permittees.	BCDPW & Pa	

1. Operation and Maintenance of Structural Controls and Stormwater Collection Systems (contini			
ALL except FDOT	Annually, assess the accomplishments of your inspection and maintenance program. Provide a summary of inspections and maintenance activities in each ANNUAL REPORT (report quantifiable items in the Summary Table).	BCDPW & Municipalities	
FDOT	Annually, assess the accomplishments of the employed inspection and maintenance program as compared to the target goals outlined in FDOT Statewide Stormwater Management Plan Table 4.3-1 RECOMMENDED MAINTENANCE AND INSPECTION FREQUENCIES. Provide a summary of inspections and maintenance activities in each ANNUAL REPORT (report quantifiable items in the Summary Table).	FDOT	

STORMWATER MANAGEMENT PROGRAM:			
2. Control of Discharges from Areas of New Development and Significant Redevelopment.			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL except FDOT	Continue to implement the policies of the Broward County Land Use Plan that provide for drainage and stormwater management controls to protect natural resources and minimize detrimental environmental effects in areas of new development and significant redevelopment.	BCDPEP	
ALL except FDOT	During Years 1 and 2, conduct a review of Broward County's current Land Development Regulations to determine where changes can be made to reduce the stormwater impact of new development. In particular, focus on changes to the code that will promote: reductions in impervious surfaces, the use of swales, the incorporation of low impact development principles, stormwater reuse, and adherence to the principles of the Florida Yards and Neighborhoods program in new landscaping. In the Year 3 ANNUAL REPORT, provide a summary of recommended changes to the code with a schedule for implementation.	BCDPEP & wi work with drai districts	

2. Control of Discharges from Areas of New Development and Significant Redevelopment (contin			
ALL except FDOT	Continue to employ the requirements of local land development codes, and development review and permitting procedures (including Chapter 27 of the Broward County Pollution Control Code and Volume 4 of the South Florida Water Management District Permit Review Manual) to encourage new development to reduce the total area covered by impervious surfaces, and require new development to meet certain design criteria including: on-site stormwater retention/detention systems, and erosion and sedimentation control measures.	Municipalities their codes & BCDPEP for C 27 and Vol. 4 area of ERP delegation	
ALL except FDOT	Provide a summary of development review and permitting efforts in each ANNUAL REPORT (report quantifiable items in the Summary Table).	Municipalities their codes & BCDPEP for C 27 and Vol. 4 area of ERP delegation	

STORMWATER MANAGEMENT PROGRAM:			
3. Operation and Maintenance of Public Streets, Roads, and Highways.			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL	Continue to implement the litter control program(s) for highways and streets within each permittee's jurisdictional area and properly dispose of the collected material.	BCDPW & Pa	

3. Operation and Maintenance of Public Streets, Roads, and Highways (continued).			
ALL	Continue to implement standard practices employed to reduce, to the MEP, pollutants in stormwater runoff from areas associated with road repair, from permittee-owned or operated equipment yards, and from maintenance shops. Conduct inspections of equipment yards and maintenance shops and implement BMPs as needed; inspections may be conducted through a local designated Small Quantity Generator Program. Provide a written assessment of each of the facility inspections, and assess the effectiveness of facility and road repair BMPs in each ANNUAL REPORT.	BCDPW & Pa	
ALL	Continue to perform scheduled maintenance on catch basins, grates, and other stormwater structures and roadside ditches and properly dispose of accumulated sediments. Maintain an internal log documenting these maintenance activities. If these activities are performed by others under a contractual agreement, then the permittee shall retain copies of the contractual agreement that specifies the maintenance activities to be performed and the schedule of frequency.	BCDPW & Pa	
Town of Southwest Ranches and City of Weston	Provide a description of the municipally operated litter control program(s) for highways and streets within each permittee's jurisdictional area for incorporation into the permit.	Southwest Ranches & W/ with technical assistance fro BCDPEP	
Town of Southwest Ranches and City of Weston	Provide a description, for incorporation into the permit, of the best management practices employed to reduce the pollutants in stormwater runoff from areas associated with road repair and from all municipally-owned or operated equipment yards and maintenance shops that support road maintenance activities.	Southwest Ranches & W/ with technical assistance fro BCDPEP	
3. Operation and Maintenance of Public Streets, Roads, and Highways (continued).			

ALL except FDOT	Continue to actively support and promote on a regular basis participation in the Broward Clean and Beautiful Program (an affiliate of Keep America Beautiful, Inc).	BCDPW & Municipalities	
ALL except FDOT	In each ANNUAL REPORT, provide updates to a summary of the activities performed under the Broward Clean and Beautiful Program, within jurisdictional limits, to maintain the public streets, roads and highways.	BCDPW & Municipalities	
ALL except FDOT	Develop and implement a street sweeping program within each jurisdictional area and properly dispose of collected material. Estimate the volume of sweeping collected on an annual basis and provide this value, along with the frequency of the sweeping and total miles swept, in each ANNUAL REPORT (report quantifiable items in the Summary Table).	BCDPW & Municipalities	

STORMWATER MANAGEMENT PROGRAM:**3. Operation and Maintenance of Public Streets, Roads, and Highways (continued).**

PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
FDOT	Implement the litter control program for highways and streets within FDOT's jurisdictional area and properly dispose of collected material. Report in each ANNUAL REPORT the approximate frequency of litter collection services performed, and the volume of litter collected, under each contractual agreement during the permit year (report quantifiable items in the Summary Table).	FDOT	
FDOT	To the extent feasible, develop and implement a street sweeping program within jurisdictional area and properly dispose of collected material. Report in each ANNUAL REPORT the approximate frequency of street sweeping services performed under each contractual agreement during the permit year and estimate the volume of sweepings (report quantifiable items in the Summary Table).	FDOT	
FDOT	Continue to coordinate the "Adopt-A-Highway" program for local organizations to be identified with specific highway cleanup and beautification projects. The FDOT NPDES Coordinator or his/her representative shall collect data and include information in each ANNUAL REPORT (report quantifiable items in the Summary Table).	FDOT	
FDOT	Continue to conduct routine inspections of each FDOT maintenance facility to verify that BMPs are operational and to determine changes necessary to improve runoff quality. Maintain an internal log documenting the inspections performed and the results.	FDOT	

STORMWATER MANAGEMENT PROGRAM:**4. Ensure Flood Control Projects Consider Water Quality Impacts.**

PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBILITIES	
ALL except FDOT	Continue to ensure that all new developments, significant redevelopments and new flood control projects adhere to the performance standards set forth in Rule 62-40, F.A.C.	BCDPEP will work with drainage districts & SFWMD	
ALL except FDOT	Continue to implement and strengthen local Comprehensive Plans, ordinances, and land development codes (including Broward County Code Section 27-200(b)(1)(h)) that regulate construction and/or alteration within the floodplain to assure that all flood control projects include stormwater treatment consistent with the requirements of the South Florida Water Management District rules. Provide a copy of any updates in the subsequent ANNUAL REPORT, as necessary.	Municipalities enforce their codes & BCDPEP will work with drainage districts & SFWMD	
ALL except FDOT	Maintain the GIS layer which attaches water quality information to receiving waters identified within existing land use. Use this information to provide evidence of trends on an annual basis.	BCDPEP will maintain master file with data from BCDPW & municipalities	
ALL except FDOT	Provide any updates to a permittee's adopted "Comprehensive Plan," required in accordance with Chapter 163 of the Florida Statutes that states the Comprehensive Plan should set forth goals, objectives and policies for water quality, master planning and flood protection, in the ANNUAL REPORT subsequent to adoption.	BCDPEP, BCDPW, & municipalities	
ALL except FDOT	Ensure that all flood control projects include stormwater treatment consistent with the requirements of appropriate water management district rules.	BCDPEP will work with drainage districts & SFWMD	

4. Ensure Flood Control Projects Consider Water Quality Impacts (continued).

Town of Southwest Ranches and City of Weston	Provide a copy of each permittee's adopted "Comprehensive Plan," required in accordance with Chapter 163 of the Florida Statutes, which states that the Comprehensive Plan should set forth goals, objectives and policies for water quality, master planning and flood protection. Also provide a copy of local development codes and ordinances that regulate construction and/or alteration within the floodplain or flood-prone areas within the municipality's jurisdiction. Present a list of flood control projects and the proposed schedule of implementation.	Southwest Ranches & W	
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STORMWATER MANAGEMENT PROGRAM:			
5. Municipal Waste Treatment, Storage, or Disposal (TSD) Facilities Not Covered by An NPDES St			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL except FDOT	Continue the program to identify priorities and procedures for inspections and implementation of measures to control discharges from municipal waste treatment, waste storage and waste disposal facilities that are not covered by NPDES permits. Personnel shall identify these facilities, ensure the necessary control measures and procedures are employed at each facility, monitor the content of materials deposited, report violations and, if necessary, take appropriate cleanup action. Annual facility inspections shall be conducted to ensure that BMPs are operative. Site-specific monitoring may be required as detailed in Part III.A.8.b. Provide a summary of the program and the inspections in each ANNUAL REPORT (report quantifiable items in the Summary Table).	BCDPEP	

STORMWATER MANAGEMENT PROGRAM: 6. Control of Pollutants Related to Application of Pesticides, Herbicides, and Fertilizers.			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL	Continue to require evidence of proper certification and licensing for all applicators contracted to apply pesticides, herbicides, and fertilizers on municipal and FDOT property.	BCDPW & Pa	
ALL except FDOT	Continue to implement the program and standard procedures, as described within the SWMP, to reduce the contribution of pollutants associated with the application of pesticides, herbicides, and fertilizers into the MS4 and to properly apply, store, and mix these products.	BCDPW & Municipalities	
ALL except FDOT	Develop up-to-date guidance describing best management practices (BMPs) for turf and landscape including vegetation, fertilizers, stormwater, and irrigation management. Provide the guidance and BMP training to municipal staff. Provide a summary of the training, including the number of participants from each co-permittee, in the subsequent ANNUAL REPORT (report quantifiable items in the Summary Table).	BCDPEP	
ALL except FDOT	Implement the best management practices, based on the newly developed BMP guidance and training, for turf and landscape including vegetation, fertilizers, stormwater, and irrigation management by providing training to property management associations.	BCDPEP	

6. Control of Pollutants Related to Application of Pesticides, Herbicides, and Fertilizers (continue)			
ALL except FDOT	Continue the distribution of materials describing the need to minimize the application of pesticides, herbicides, and fertilizers. Compliance with this element can be obtained through participation, support, and promoting the implementation of the Florida Yards and Neighborhoods program administered by the County Extension Service. Establish internal tracking of educational activities and achievements. Provide a summary of the public education programs, including the number of participants, in each ANNUAL REPORT (report quantifiable items in the Summary Table).	BCDPEP	
ALL except FDOT	Continue to conduct annual seminars, training sessions, and/or on-the-job supervision for municipal applicators to emphasize the storm water implications of pesticide and herbicide application. Require both public employees and private contractors employed by the municipality to maintain proper pesticide applicator certification by the Florida Department of Agriculture and Consumer Services.	BCDPEP for seminars & BCDPW & Municipalities certification	
ALL except FDOT	Provide a summary of the training and certification efforts, including the number of employees and contractors participating, in each ANNUAL REPORT (report quantifiable items in the Summary Table).	BCDPEP	

6. Control of Pollutants Related to Application of Pesticides, Herbicides, and Fertilizers (continue			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBILITIES	
Town of Southwest Ranches and City of Weston	Provide a description, for incorporation into the permit, of the existing public education program(s), employed within each permittee's jurisdictional area, designed to encourage the public to reduce their use of pesticides, herbicides, and fertilizers. Compliance with this element can be obtained through participation, support, and promoting the implementation of the Florida Yards and Neighborhoods program administered by the local office of the University of Florida Cooperative Extension Service. Establish internal tracking of educational activities and achievements.	Southwest Ranches & Weston with technical assistance from BCDPEP	
Town of Southwest Ranches and City of Weston	Provide a description of the existing program and procedures implemented by municipal staff, within each jurisdictional area, to minimize the use of pesticides, herbicides, and fertilizers and to properly apply, store, and mix these products.	Southwest Ranches & Weston with technical assistance from BCDPEP	
Town of Southwest Ranches and City of Weston	Where no comprehensive program of this nature exists, the permittees shall develop and implement a program to provide proper training and/or on-the-job supervision for municipal employees and contractors who apply, store or mix pesticides, herbicides and fertilizers. Training shall be conducted at least annually or when new and/or unfamiliar chemicals are added to a municipality's program. Require both public employees and private contractors to maintain proper pesticide applicator certification by the Florida Department of Agriculture and Consumer Services. Include a summary of the program in the second ANNUAL REPORT (report quantifiable items in the Summary Table).	Southwest Ranches & Weston with technical assistance from BCDPEP	
FDOT	Continue to implement the program, described in the FDOT Statewide SWMP Section 3.1.1, to minimize the use of pesticides, herbicides, and fertilizers and to properly apply, store, and mix these products.	FDOT	

STORMWATER MANAGEMENT PROGRAM:			
7. a.) Illicit Discharges and Improper Disposal - Inspections, Ordinances, and Enforcement Meas			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL except FDOT	Conduct an annual assessment of the list of non-stormwater discharges allowed to be discharged to the MS4 as detailed in the permit. Provide the list of allowable discharges, conditions, and any updates to the list or conditions in each ANNUAL REPORT.	BCDPEP	
ALL except FDOT	Provide copies of any newly adopted ordinances prohibiting illicit connections and illegal dumping into the MS4 in the subsequent ANNUAL REPORT after issuance.	BCDPEP & Municipalities	
ALL except FDOT	Continue to implement the Broward County Department of Planning and Environmental Protection (DPEP) random inspection program or a similar program to enforce ordinances prohibiting illicit connections and illegal dumping into the MS4. Maintain an internal log documenting inspections performed and enforcement actions taken.	BCDPEP	
ALL except FDOT	The annual inspection schedule, allotment of staff and resources, inspections performed and enforcement actions taken shall be summarized for each permit year in each ANNUAL REPORT (report quantifiable items in the Summary Table).	BCDPEP	
Town of Southwest Ranches and City of Weston	Present copies of the legal authorities that allow the municipality to control illicit discharges into the MS4 and to require compliance with stormwater BMPs in permits, contracts, and orders. Present a description of the program to inspect and investigate suspected illicit discharges, including explicit written procedures and designation of a single reporting point. Present a description of the training program for municipal field personnel and inspectors to recognize and report illicit discharges (with particular emphasis on areas of high risk facilities).	Southwest Ranches & W with technical assistance fro BCDPEP	

7. a.) Illicit Discharges and Improper Disposal - Inspections, Ordinances, and Enforcement Meas			
DOT	Continue to improve and implement the inspection and investigation program to eliminate illicit discharges and connections. Continue training FDOT field personnel, inspectors, and contractors to recognize and report illicit discharges and connections. FDOT shall investigate illicit connections or discharges within the FDOT right-of-way. In cases where another regulatory agency requires a periodic certification of compliance, the program developed may allow FDOT to accept this certification of compliance in lieu of further inspections by FDOT. Those illicit discharges and connections outside of the FDOT right-of-way shall be reported to the applicable municipality for further investigation and enforcement.	FDOT	
FDOT	Maintain an internal log documenting inspections, investigations, and enforcement actions and referrals performed. Provide a summary of the investigation and inspection programs and enforcement actions, including training efforts, the number of investigations, enforcement actions, and referrals, in each ANNUAL REPORT (report quantifiable items in the Summary Table).	FDOT	

STORMWATER MANAGEMENT PROGRAM:			
7. b.) Illicit Discharges and Improper Disposal - Field Screening.			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL	***RESERVED***	TBD	

STORMWATER MANAGEMENT PROGRAM:**7. c.) Illicit Discharges and Improper Disposal - Investigation of Suspected Illicit Discharges and Disposal.**

PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL except FDOT	Continue to report all suspect conditions and violations (regarding illicit connections and improper disposal to the MS4s) to Broward County Department of Planning and Environmental Protection (DPEP) for investigation and elimination.	BCDPW & Municipalities	
ALL except FDOT	Provide a summary of the results of activities that occur within each co-permittee's jurisdiction, including the number of violations reported to DPEP, investigations conducted, and the enforcement actions completed in each ANNUAL REPORT (report quantifiable items in the Summary Table).	BCDPEP	
ALL except FDOT	Conduct periodic training courses to educate appropriate municipal personnel and field staff to identify and report conditions in the stormwater facilities that may indicate the presence of illicit connections or discharges to the MS4. Maintain a record of the training courses held and the number of participants.	BCDPEP	
ALL except FDOT	Continue to implement the investigative procedures as described in the SWMP to identify and terminate any source(s) of illicit connections or discharges to the MS4. Formalize the reporting process for all field personnel through the development of explicit written procedures and the designation of a single, central reporting point that will have the responsibility for maintaining all reports. Based upon reports received, investigate suspected illicit connections or discharges. Through additional sampling and systematically tracing the source upstream from the point of initial detection, identify the source and begin enforcement action to correct or eliminate the problem.	BCDPEP	

7. c.) Illicit Discharges and Improper Disposal - Investigation of Suspected Illicit Discharges and Disposal (continued).			
FDOT	Continue to implement standard investigative procedures to identify the source(s) of illicit connections or discharges to the FDOT MS4 within the FDOT right-of-way. Suspected illicit connections or discharges located outside of the FDOT right-of-way shall be reported to the applicable municipality for further investigation and enforcement action. Report the number of suspected illicit connections or discharges referred to other entities for resolution in each ANNUAL REPORT (report quantifiable items in the Summary Table).	FDOT	

STORMWATER MANAGEMENT PROGRAM: 7. d.) Illicit Discharges and Improper Disposal - Spill Prevention and Response.			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL except FDOT	Continue to implement various municipal procedures for handling and disposing of chemical spills within each permittee's jurisdictional area. Include training of personnel to recognize and quickly assess the nature of spills and to promptly report to the appropriate agency all hazardous material spills and chemical spills. This requirement may be satisfied through cooperative efforts with other co-permittees, public agencies, or private entities.	BCDPW & Municipalities	
ALL except FDOT	Report the number of spills that occurred within each co-permittee's jurisdiction and the results of any remedial actions required in each ANNUAL REPORT (report quantifiable items in the Summary Table).	BCDPW & Municipalities	

7. d.) Illicit Discharges and Improper Disposal - Spill Prevention and Response (continued).			
Town of Southwest Ranches and City of Weston	Develop and implement a spill prevention and response and training program and procedures (that include the elements above) to effectively mitigate pollutant discharges from spills to the MS4 and surface waters. This requirement may be satisfied through cooperative efforts with other co-permittees, public agencies, or private entities.	Southwest Ranches & W with technical assistance fro BCDPEP	
Town of Southwest Ranches and City of Weston	Provide a description of the existing or newly developed spill prevention and response and training program or procedures in the first ANNUAL REPORT.	Southwest Ranches & W	
Broward County	Continue to maintain the Broward County DPEP's 24-hour emergency response hotline to provide assistance in cases of hazardous waste clean-up and emergency chemical spills.	BCDPEP	
FDOT	Continue to implement the FDOT's <i>District Four On-call Supervisor's Procedure for Haz-Mat or Petroleum Spills</i> , Reporting Incidents and Management of Damage Repair (effective 2/4/00), and Emergency Management Program (effective 11/06/01) that effectively mitigate potential pollutant discharges to surface waters.	FDOT	

STORMWATER MANAGEMENT PROGRAM: 7. e.) Illicit Discharges and Improper Disposal - Public Notification.			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
Broward County	Continue to produce and distribute the Broward County DPEP's brochure (or any other newly developed public education materials) describing the proper disposal of toxic materials and phone numbers to report the presence of illicit discharges and improper disposal of materials into the MS4.	BCDPEP	
Broward County	The public education materials shall include information on the problems associated with illicit connections or discharges to the MS4, how to identify them, how to report incidents, and the 24-hour Broward County DPEP pollution complaint hotline.	BCDPEP	
Broward County	Continue to maintain the Broward County DPEP 24-hour pollution complaint hotline for the public to report the presence of unpermitted discharges and connections to the MS4.	BCDPEP	
ALL except FDOT	Publicize and make available literature informing the public about problems associated with illicit connections or discharges to the MS4, how to identify them, how to report incidents, and the 24-hour Broward County DPEP pollution complaint hotline. Establish internal tracking of educational activities and achievements.	BCDPEP	
ALL	Maintain a citizen complaint log documenting all reports of illicit discharges and the actions taken to investigate and resolve the problem. Include a summary of the log in each ANNUAL REPORT (report quantifiable items in the Summary Table).	BCDPEP & FDOT	
FDOT	Use existing telephone numbers at the Maintenance Units and the District Office for the reporting of illicit connections, accidental spills, illegal dumping, or other water quality violations and action as needed. This requirement may be satisfied through cooperative efforts with other co-permittees.	FDOT & BCDI	

STORMWATER MANAGEMENT PROGRAM: 7. f.) Illicit Discharges and Improper Disposal - Oils, Toxics, and Household Hazardous Waste C			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL except FDOT	Continue to make available to the public information (by means of literature, lectures, television ads, radio announcements, etc.) on the proper disposal of used motor vehicle fluids, leftover hazardous household products, grass clippings, leaf litter, animal waste, used vehicle tires, and lead acid batteries. Include information on the locations of the Broward County recycling facilities and collection sites for the wastes listed above and the hours of operation. Establish internal tracking of educational activities and achievements.	BCDPEP will \ with BCDPW , provide inform to Municipaliti	
ALL except FDOT	Continue to promote and participate in Broward County's annual Amnesty Day program for household hazardous waste.	Municipalities	
ALL except FDOT	Support and regularly promote a voluntary storm drain marking program for all storm sewer inlets which discharge directly or indirectly into the MS4 or surface waters. This requirement may be satisfied through cooperative efforts with other co-permittees, supported by written agreement. Provide a summary of the program to mark storm drains and the number of drains marked in each ANNUAL REPORT (report quantifiable items in the Summary Table).	BCDPW & Municipalities	
Broward County	Continue to implement the Broward County annual Amnesty Day program for household hazardous waste.	BCDPEP will \ with BCDPW	
Broward County	Continue to implement the Broward County Household Hazardous Waste program that instructs the public on responsible environmental management and proper handling and disposal of household hazardous material.	BCDPEP will \ with BCDPW	

7. f.) Illicit Discharges and Improper Disposal - Oils, Toxics, and Household Hazardous Waste C			
Broward County	Continue to implement the Broward County Used Oil Recovery program.	BCDPEP will work with BCDPW	
FDOT	With each FDOT Drainage Connection Permit, continue to include information on used oil recycling, proper hazardous waste disposal, stormwater regulations, and spill reporting.	FDOT	

STORMWATER MANAGEMENT PROGRAM:			
7. g.) Illicit Discharges and Improper Disposal - Sanitary Sewer Seepage.			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBILITY	
Broward County	Continue to implement the programs conducted by the Broward County Office of Environmental Services Environmental Engineering Division (as required in Broward County Code Chapters 34 and 27 and described in the SWMP) for limiting the infiltration of seepage from sanitary sewers to the MS4s.	BCDPW	
ALL except FDOT	Update and identify areas served by septic systems, ideally utilizing the geographic information system (GIS).	BCDPEP	
ALL	Advise the appropriate utility owners of potential violation if constituents common to wastewater contamination (from sanitary sewers or septic systems) are discovered in the MS4 during routine inspections, regular maintenance, or public reporting.	BCDPEP	

STORMWATER MANAGEMENT PROGRAM: 8. a.) Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL	Maintain an inventory of all existing high risk facilities discharging into the MS4. The inventory shall identify the outfall and surface waters into which each high risk facility discharges. High risk facilities shall include municipal landfills, hazardous waste treatment storage, disposal and recovery facilities, facilities that are subject to EPCRA Title III, Section 313, and any other industrial or commercial discharge, which the permittee determines, could potentially contribute a substantial pollutant loading to the MS4. Prioritize the list of high risk facilities for the purpose of scheduling periodic inspections. This requirement may be satisfied through cooperative efforts with the other co-permittees, supported by written agreement.	BCDPEP	
ALL	Provide a summary of the program to identify and prioritize high risk industrial facilities, and provide the list of newly identified high risk facilities in each ANNUAL REPORT.	BCDPEP	

8. a.) Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections			
ALL	Implement the program to inspect high risk facilities, according to the prioritized list (for FDOT, according to the list of facilities holding a Drainage Connection Permit), to determine compliance with all appropriate aspects of the stormwater program (e.g., no illicit connections, compliance with local stormwater regulation requirements, and, if the facility is required to have NPDES permit coverage, a copy of the SWPPP on site), and to encourage the use of stormwater BMPs. The program shall include a written procedure for specific enforcement actions to be taken if illicit discharges and/or improper disposal of hazardous wastes are identified. Maintain a log of the inspections performed, and the results of inspections. This requirement may be satisfied through cooperative efforts with the other co-permittees, supported by written agreement.	BCDPEP	
ALL	Provide a summary of inspections of high risk industrial facilities in each ANNUAL REPORT (report quantifiable items in the Summary Table).	BCDPEP	

STORMWATER MANAGEMENT PROGRAM:			
8. b.) Industrial and High Risk Runoff - Monitoring for High Risk Industries.			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL	Monitoring may be required on an as-needed basis in the event that inspections of high risk facilities disclose suspected illicit discharges to the MS4. New high risk industrial facilities as defined in 40 CFR 122.26(d)(2)(iv)(C) must be evaluated to determine if the new discharge is contributing a substantial pollutant load to the MS4. The evaluation may include site-specific monitoring.	BCDPEP	

STORMWATER MANAGEMENT PROGRAM:			
9. a.) Construction Site Runoff - Site Planning & Structural and Non-structural Controls.			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL	All stormwater management systems owned or operated by permittee(s) shall continue to adhere to the treatment performance standards set forth in Rule 62-40, F.A.C.	BCDPW & Pa	
ALL except FDOT	Implement the County and City/Town Land Development Codes, Comprehensive Plans, and ordinances that require construction site planning and review prior to permitting and the use of stormwater, erosion and sedimentation control BMPs during and after construction to reduce pollutants to the MS4 and receiving waters. New land development and construction projects shall incorporate FDEP's BMP guidelines for erosion, sediment, and runoff control and surface stabilization and describe BMPs to be used. Evaluate innovative structural and non-structural BMPs and new technologies as they evolve to determine their efficiency and effectiveness in the field. Continue to adopt those suitable for use in County and City/Town projects.	Municipalities local ordinanc BCDPEP and BCDPW for County	
ALL except FDOT	Provide a copy of any adopted updates to the applicable County and City/Town Land Development Codes, Comprehensive Plans, and ordinances in the subsequent ANNUAL REPORT, as necessary.	Municipalities local ordinanc BCDPEP and BCDPW for C	
ALL except FDOT	Verify that building permit applicants have acquired the necessary approvals and permits from the appropriate environmental agencies, including the Environmental Resource Permit from Broward County DPEP. For new development subject to the NPDES Generic Permit for Stormwater Discharge from Construction Activities (Rule 62-621.300(4), F.A.C.), require that the NOI be submitted to DEP for coverage under the NPDES Generic Permit prior to land clearing.	Municipalities based on information provided by BCDPEP	

9. a.) Construction Site Runoff - Site Planning & Structural and Non-structural Controls (continu			
ALL except FDOT	Track construction projects required to install erosion and sediment controls. Document the installation, maintenance, and effectiveness of the controls. Integrate these records with the education program for training the site contractors.	Municipalities BCDPEP for unincorporate area	
Town of Southwest Ranches and City of Weston	Develop and submit copies of the legal authorities that allow the municipality to require construction site planning and review prior to permitting, and require the use of stormwater, erosion, and sedimentation control BMPs during and after construction to reduce pollutants to the MS4 and receiving waters. Provide a copy of the municipal program for inspecting construction projects for compliance with their licensing conditions and which provides for enforcement action against those in violation of their municipal permit stipulations.	Southwest Ranches & W/	
Town of Southwest Ranches and City of Weston	If none exist, develop and implement a site planning and review program and an inspection program for construction sites where runoff discharges to the MS4 to verify and maintain compliance with local stormwater ordinances and codes. The program shall include adequate staff, systematic inspection procedures, and proper enforcement mechanisms to deter infractions.	Southwest Ranches & W/ with technical assistance fro BCDPEP	
Town of Southwest Ranches and City of Weston	Provide the legal authorities and a description of the program for: construction site planning and review; inspection of active construction sites (including explicit written procedures); and training to certify municipal inspectors in stormwater, sedimentation, and erosion control in the ANNUAL REPORT subsequent to program development for incorporation into the permit.	Southwest Ranches & W/ training by BCDPEP	
9. a.) Construction Site Runoff - Site Planning & Structural and Non-structural Controls (continu			

FDOT	Continue to employ the FDOT Drainage Connection Permit requirements that include the use of stormwater, erosion and sedimentation control BMPs during and after construction. Require connecting entities subject to NPDES stormwater regulations to provide FDOT a copy of the Notice of Intent (NOI) requesting coverage under the NPDES Generic Permit for Stormwater Discharge from Construction Activities.	FDOT	
FDOT	Provide a summary of the program to issue Drainage Connection Permits and report the number of permits issued in each ANNUAL REPORT (report quantifiable items in the Summary Table).	FDOT	

STORMWATER MANAGEMENT PROGRAM:			
9. b.) Construction Site Runoff - Inspection and Enforcement.			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL except FDOT	Continue to implement the inspection program for construction sites where runoff discharges to the MS4 to ensure compliance with local stormwater ordinances and codes. Sites shall be monitored throughout the construction period as frequently as necessary to ensure the reduction of pollutants to the maximum extent practicable, with a minimum of one inspection during the active construction phase.	Municipalities BCDPEP for unincorporate area	
ALL except FDOT	Implement the formalized checklist covering current stormwater management and water quality inspection items in order to standardize the inspection process. Include verification that the construction sites subject to the NPDES Generic Permit for Stormwater Discharge from Construction Activities have a Stormwater Pollution Prevention Plan (SWPPP) available onsite.	Municipalities BCDPEP for unincorporate area	
ALL except FDOT	Maintain an internal log documenting stormwater management, erosion and sedimentation inspections at active construction sites and the results of the inspections.	Municipalities BCDPEP for unincorporate area	
ALL except FDOT	Maintain the inspection program by taking enforcement actions and/or issuing stop work orders to those construction site operators that repeatedly do not maintain compliance with the approved stormwater management and erosion and sediment control BMPs and permit conditions.	Municipalities BCDPEP for unincorporate area	
9. b.) Construction Site Runoff - Inspection and Enforcement (continued).			

ALL	Provide a detailed description of the program to inspect construction sites, including: the responsible entity(ies)/departments(s); the employees certified to conduct stormwater management inspections and their positions; the process; the schedule; the method of tracking inspections conducted, the results, and any enforcement activities; the formalized checklist; and any other component of the program.	Parties & BCI for unincorporated area	
ALL	Provide a summary of the program to inspect construction sites, including the number of employees certified to conduct stormwater management inspections, the number of inspections conducted, and any enforcement activities performed in each ANNUAL REPORT (report quantifiable items in the Summary Table).	Parties & BCI for unincorporated area	
FDOT	Implement the developed inspection program for construction projects that propose to directly discharge stormwater to the FDOT MS4 and have been granted a FDOT drainage connection permit. Refer connecting entities that are found or suspected of discharging stormwater of unacceptable quality to the FDOT MS4 during or following construction to Broward County, FDEP, and/or SFWMD. Maintain an internal log documenting the inspections conducted.	FDOT	

STORMWATER MANAGEMENT PROGRAM: 9. c.) Construction Site Runoff - Site Operator Education and Training.			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBILITIES	
ALL except FDOT	Continue inspector certification in stormwater management and erosion and sediment control by utilizing the FDEP's "Florida Stormwater, Erosion and Sedimentation Control Training and Certification Course" or a comparable course. Ensure that all County and municipal staff depended upon for inspections are properly certified.	BCDPEP to develop training based staff sent by BCDPW & Municipalities	
ALL except FDOT	Continue to provide for the training of construction site operators, engineers, and inspectors on measures to reduce pollutants from sites, awareness of the NPDES program requirements for construction activities, erosion and sediment control BMPs for construction sites, structural and non-structural controls for construction activities, and the enforcement protocol to facilitate compliance.	BCDPEP	
ALL except FDOT	This requirement may be satisfied through cooperative efforts with other co-permittees, public agencies or contracted entities, including establishing a FDEP-approved local training team and by providing supporting materials to present the stormwater management, erosion, and sediment control training program. Conduct one or more classes each year for public and private personnel involved in the construction or inspection of stormwater management, erosion, and sediment controls.	BCDPEP	
ALL except FDOT	Seek opportunities to conduct presentations to local professional organizations that are associated with the construction industry, to discuss proper construction site management for water quality and to provide information regarding NPDES Construction and Multi-Sector Generic Permit requirements.	BCDPEP	

PART V. MONITORING AND REPORTING REQUIREMENTS

MONITORING AND REPORTING REQUIREMENTS: A. Seasonal Loadings and Event Mean Concentration			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL	Provide estimates of the seasonal pollutant load and of the event mean concentration of a representative storm for the constituents listed in Table V.A.1 of the NPDES MS4 Permit for each major outfall in the MS4.	BCDPEP	

MONITORING AND REPORTING REQUIREMENTS: B. Monitoring Data Collection			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL	Within six months of permit issuance, the permittees shall develop a monitoring plan and submit it to FDEP for review and approval. The permittees shall make corrections and re-submit the monitoring plan within 60 days of FDEP's notification of deficiencies. On behalf of the party, the COUNTY has developed an outline of the monitoring plan, presented the outline to the PARTIES, and estimated the cost of the plan to calculate the financial contribution for each of the PARTIES. If FDEP's review of and comments concerning the plan result in a significant cost difference from the estimated cost, the COUNTY may pursue a modification of the financial contribution of the PARTIES under this agreement.	BCDPEP	
ALL	Details of the monitoring program agreed upon during the first year of the permit shall be submitted to FDEP in the subsequent ANNUAL REPORT.	BCDPEP	
ALL	The previously approved monitoring program shall continue to be implemented by the permittees upon issuance of this permit, and shall continue until a new program is established and approved.	BCDPEP	

MONITORING AND REPORTING REQUIREMENTS: <i>C. Annual Report</i>			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBI	
ALL	Each permittee shall prepare an annual system-wide report to be submitted no later than six months following the period covered by the report. The ANNUAL REPORT shall cover the 12-month period beginning February 6, 2003, and annually thereafter.	BCDPEP will compile data f Parties and ac data prepared under this agreement	
ALL	A "committee" shall coordinate the preparation and submittal of a system-wide ANNUAL REPORT shall be coordinated by a "committee." The committee shall include a member or designated representative from each entity covered by this permit. Each permittee shall be individually responsible for providing information on the portions of the MS4 for which they are the operator and for providing information for the system-wide report in a timely manner. Each permittee shall sign and certify the ANNUAL REPORT in accordance with Part V.D. of the permit, and shall include a statement or resolution that the permittee's governing body or agency (or delegated representative) has reviewed or has been appraised of the content of the ANNUAL REPORT.	BCDPW & Pa	

**INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES
CONCERNING THE SECOND FIVE-YEAR NPDES MS4 PERMIT NO FL000016**

**ATTACHMENT B
Financial Contribution for Each Party by Year**

Party	Census 2000 Pop	Total Cost	Fee Due 5/1/03	Fee Due 5/1/04	Fee Due 5/1/05	Fee Due 5/1/06	Fee Due 5/1/07
Coconut Creek	43 566	\$35 499	\$5 911	\$7 959	\$8 929	\$7 206	\$7 494
Cooper City	27 929	\$23 224	\$3 867	\$5 207	\$4 533	\$4 714	\$4 903
Coral Springs	117 549	\$93 576	\$15 581	\$20 980	\$18 285	\$18 995	\$19 755
Dana Beach	20 061	\$17 049	\$2 539	\$3 822	\$3 328	\$3 461	\$3 599
Dave	75 720	\$60 741	\$10 114	\$13 618	\$11 859	\$12 330	\$12 823
Deerfield Beach	64 583	\$51 997	\$8 658	\$11 658	\$10 149	\$10 555	\$10 977
Hallandale Beach	34 282	\$28 211	\$4 697	\$6 325	\$5 508	\$5 727	\$5 959
Lauderdale-by the Sea	2 583	\$3 311	\$551	\$743	\$645	\$672	\$699
Lauderdale Lakes	31 705	\$26 189	\$4 381	\$5 871	\$5 112	\$5 318	\$5 529
Lauderhill	57 585	\$48 504	\$7 743	\$10 428	\$9 077	\$9 440	\$9 818
Lighthouse Point	10 787	\$9 752	\$1 624	\$2 189	\$1 903	\$1 980	\$2 069
Margate	53 909	\$43 616	\$7 263	\$9 779	\$8 514	\$8 854	\$9 208
Miramar	72 739	\$58 400	\$9 724	\$13 083	\$11 399	\$11 855	\$12 329
North Lauderdale	32 264	\$26 627	\$4 434	\$5 970	\$5 197	\$5 405	\$5 621
Oakland Park	30 966	\$25 607	\$4 264	\$5 741	\$4 998	\$5 198	\$5 406
Parkland	13 835	\$12 161	\$2 025	\$2 726	\$2 374	\$2 469	\$2 567
Pembroke Park	5 611	\$5 704	\$950	\$1 279	\$1 113	\$1 158	\$1 204
Pembroke Pines	137 424	\$109 178	\$18 179	\$24 478	\$21 310	\$22 162	\$23 049
Plantation	82 934	\$68 403	\$11 056	\$14 888	\$12 961	\$13 479	\$14 019
Pompano Beach	85 885	\$68 705	\$11 440	\$15 404	\$13 410	\$13 947	\$14 504
Sea Ranch Lakes	1 392	\$2 392	\$368	\$536	\$467	\$488	\$505
Southwest Ranches	7 106	\$6 678	\$1 145	\$1 542	\$1 343	\$1 396	\$1 452
Sunrise	85 787	\$68,642	\$11 429	\$15 390	\$13 398	\$13 934	\$14 491
Tamarac	55 588	\$44 937	\$7 482	\$10 075	\$8 771	\$9 122	\$9 487
Weston	49 286	\$39 989	\$6 658	\$8 968	\$7 805	\$8 118	\$8 442
Wilton Manors	12 697	\$11 287	\$1 876	\$2 526	\$2 199	\$2 287	\$2 379
Unincorporated	111 357	\$88 716	\$14 772	\$19 890	\$17 316	\$18 009	\$18 729
FDOT District 4		\$72,970	\$12 150	\$16 360	\$14 243	\$14 812	\$15 405
Florida Tpk Enterprise		\$9 951	\$1 657	\$2 231	\$1 942	\$2 020	\$2 101
Total	1 325 070	\$1 158 198	\$192 848	\$259 669	\$226 064	\$235 107	\$244 510

Cost based on flat fee of \$1 300 per municipality plus \$0 785 per capita based on 2000 Census data

WPI No. _____ F.A. No. N/A SAMAS Approp. _____
Fund Code _____ SAMAS Object _____ Job No. _____
Contract No. _____ Org. Code _____ Vendor No. _____

Attachment C

**Florida Department of Transportation Addendum to
Interlocal Agreement Between Broward County and Parties to Share the Resource
Burden of the System Wide EPA National Pollutant Discharge Elimination System
(NPDES) Municipal Separate Storm Sewer System (MS4) Permit No. FL000016 and to**

**Authorize Broward County to Conduct Specific Technical Activities Required by the
Second Five-Year Permit to be Performed by the Broward County Department of
Planning and Environmental Protection**

This Addendum shall be effective as of the _____ day of _____, 20____,
and is a condition precedent to any duty of the Department to any party under the above -
referenced agreement. The State of Florida Department of Transportation is hereinafter
referred to as the "**DEPARTMENT**", and Broward County Department of Planning and
Environmental Protection is hereinafter referred to as the "**COUNTY**".

1. The **DEPARTMENT** shall be entitled to perform any necessary inspection
services, surveillance and monitoring procedures (in addition to that of the **COUNTY**) as it
feels is necessary on its own MS4 systems.

2. The **DEPARTMENT** shall pay to the **COUNTY**, the total amount of **EIGHTY
TWO THOUSAND NINE HUNDRED TWENTY ONE DOLLARS (\$ 82,921.00)**. This sum
shall be paid in advance by the **DEPARTMENT** over five (5) years in a two (2) part payment
for each year which shall consist of a payment from the District 4 and a payment from
Florida Turnpike Enterprise, funding to be in the following percentages (%):

Attachment C

Florida Department of Transportation Addendum to Interlocal Agreement Between Broward County and Parties to Share the Resource Burden of the System Wide National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Permit No. FL000016 and Authorize Broward County to Conduct Specific Technical Activities Required by the Second Five-Year Permit to be performed by the Broward County Department of Planning and Environmental Protection

District 4 (88%) Florida Turnpike Enterprise (12%): Installments & Estimated

Payment Date

PAYMENTS:	District 4	Florida Turnpike Enterprise	Total Payment
5/1/03	\$12,150	\$1,657	\$13,807
5/1/04	\$16,360	\$2,231	\$18,591
5/1/05	\$14,243	\$1,942	\$16,185
5/1/06	\$14,812	\$2,020	\$16,832
5/1/07	\$15,405	\$2,101	\$17,506
Total	\$72,970	\$9,951	\$82,921

The **DEPARTMENT** shall receive status of work completed by the **COUNTY** every 6 months. Properly documented status reports shall include a statement of the status of the work that shall have been completed on behalf of the **DEPARTMENT** and a description of work to be accomplished due the next status period. The **COUNTY** shall maintain records in sufficient detail to allow a proper pre-audit and post-audit thereof.

The invoices shall be sent to the following addresses:

District 4

Florida Turnpike Enterprise

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Attachment C

Florida Department of Transportation Addendum to Interlocal Agreement Between Broward County and Parties to Share the Resource Burden of the System Wide National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Permit No. FL000016 and Authorize Broward County to Conduct Specific Technical Activities Required by the Second Five-Year Permit to be performed by the Broward County Department of Planning and Environmental Protection

Clark Turberville
FDOT - District 4
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309
(954)777-4377

Bruce Seiler, Director of Operations
FDOT - Florida Turnpike Enterprise
Post Office Box 9828
Ft. Lauderdale, FL 33310-9828
(954)975-4855

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Attachment C

Florida Department of Transportation Addendum to Interlocal Agreement Between Broward County and Parties to Share the Resource Burden of the System Wide National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Permit No. FL000016 and Authorize Broward County to Conduct Specific Technical Activities Required by the Second Five-Year Permit to be performed by the Broward County Department of Planning and Environmental Protection

3. The **DEPARTMENT** is not required by the interlocal agreement to provide information to Broward County which is not required by the NPDES Permit.

4. The **DEPARTMENT** will pay for only those activities which the NPDES permit requires the **DEPARTMENT** to perform. Activities, for which the **COUNTY** plans to develop programs or procedures for the **DEPARTMENT** to implement or follow, shall be so done with the cooperation or consent of the **DEPARTMENT**. When possible, the **DEPARTMENT** shall be allowed to utilize **COUNTY** resources, such as the pollution prevention hotline, for permit requirements.

5. Any Amendments or Supplements to this agreement shall be effective when executed by both the **COUNTY** and the **DEPARTMENT**.

6. PAYMENT RIGHTS (not applicable to an advance payment)

Section 215.422(5), Florida Statutes, requires the **DEPARTMENT** to include a statement of vendor (including the **COUNTY**) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five(5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department of Transportation. If a payment is not available within forty (40) days, a separate interest penalty, as provided for by law will be due and payable, in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a

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Attachment C

Florida Department of Transportation Addendum to Interlocal Agreement Between Broward County and Parties to Share the Resource Burden of the System Wide National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Permit No. FL000016 and Authorize Broward County to Conduct Specific Technical Activities Required by the Second Five-Year Permit to be performed by the Broward County Department of Planning and Environmental Protection

Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department of Transportation.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (904)488-2924 or by calling the State Comptrollers Hotline, 1-800-848-3792.

The **DEPARTMENT** shall have ten (10) working days from the receipt of the invoice to approve invoices submitted by the **COUNTY**.

7. This agreement shall continue in effect and be binding to both the **COUNTY** and other parties and the **DEPARTMENT** until the project is completed and appropriate reimbursements are made.

All bills for travel expenses, if applicable, shall be in accordance with Section 112.061, Florida Statutes. There is no travel anticipated with this agreement.

8. In the event this Agreement is in excess of Twenty-five thousand dollars (\$25,000.00) or has a term for a period of more than one year, the provisions of Chapter 339.135(7)(a), Florida Statutes are hereby incorporated.

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Attachment C

Florida Department of Transportation Addendum to Interlocal Agreement Between Broward County and Parties to Share the Resource Burden of the System Wide National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Permit No. FL000016 and Authorize Broward County to Conduct Specific Technical Activities Required by the Second Five-Year Permit to be performed by the Broward County Department of Planning and Environmental Protection

"The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year', but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year."

9. The **COUNTY** and other parties agree to keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures and other items incidental to the offering for public bid and prosecution and construction of the project.

10. Such books and records shall be available at all reasonable times for examination and audit by the **DEPARTMENT** as well as other State and Federal auditors and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement.

11. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered by the **COUNTY** and other parties under any circumstances without the prior written consent of the **DEPARTMENT**. However, this Agreement shall run to the **DEPARTMENT** and its successors.

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Attachment C

Florida Department of Transportation Addendum to Interlocal Agreement Between Broward County and Parties to Share the Resource Burden of the System Wide National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Permit No. FL000016 and Authorize Broward County to Conduct Specific Technical Activities Required by the Second Five-Year Permit to be performed by the Broward County Department of Planning and Environmental Protection

12. The **COUNTY** and other parties warrant that they have not employed or obtained any company or person, other than bona fide employees of the **COUNTY** and other parties to solicit or secure this Agreement and they have not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the **COUNTY** and other parties. For breach or violation of this provision, the **DEPARTMENT** shall have the right to terminate the Agreement without liability.

13. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the **DEPARTMENT** has executed this Broward County Interlocal Agreement for NPDES Permit this ____ day of _____, 20___. The effective date of this Agreement shall be the later date the **COUNTY** or the **DEPARTMENT** has executed this agreement.

**STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION, DISTRICT 4**

Approved to Form:

By: _____ By: _____

District Secretary

Department District Legal
Counsel

Funds Approval:

Attest: _____ Date: _____

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Attachment C

Florida Department of Transportation Addendum to Interlocal Agreement Between Broward County and Parties to Share the Resource Burden of the System Wide National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Permit No. FL000016 and Authorize Broward County to Conduct Specific Technical Activities Required by the Second Five-Year Permit to be performed by the Broward County Department of Planning and Environmental Protection

Executive Secretary Seal

Office of the Comptroller

IN WITNESS WHEREOF, the **DEPARTMENT** has executed this Broward County Interlocal Agreement for NPDES Permit this ____ day of _____, 20___. The effective date of this Agreement shall be the later date the **COUNTY** or the **DEPARTMENT** has executed this agreement.

**STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION, FLORIDA
TURNPIKE ENTERPRISE**

Approved to Form:

By: _____ By:

Executive Director

Department District Legal
Counsel

Funds Approval:

Attest: _____ Date:

Executive Secretary Seal

Office of the Comptroller

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IN WITNESS WHEREOF, **BROWARD COUNTY** through its BOARD OF COUNTY
COMMISSIONERS, signing by and through its Chair and Vice Chair, authorized to execute
same by Board action has executed this Broward County Interlocal Agreement for NPDES
MS4 Permit this ____ day of _____, 20____. The effective date of this
Agreement shall be the later date the County or the **DEPARTMENT** have executed this
agreement.

BROWARD COUNTY, through its
BOARD OF COUNTY
COMMISSIONERS

Approved as to form by
Office of County Attorney
Broward County, Florida
Edward A. Dion
County Attorney

BY: _____ BY: _____
Mayor NAME: _____
Assistant County Attorney

ATTEST:

County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward County,
Florida

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